

01-31-2002

Form PTO-1694 (Rev. 03/01) 1-31-02 OMB No. 0651-0027 (exp. 5/31/2002) Tab settings				U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office	
101954439					
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.					
1. Name of conveying party(ies): <u>Spotfire, Inc.</u> <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State <u>Delaware</u> <input type="checkbox"/> Other _____ Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			2. Name and address of receiving party(ies) Name: <u>General Electric Capital</u> <u>Internal Corporation</u> Address: <u>Suite 700</u> Street Address: <u>2325 Lakeview Parkway</u> City: <u>Alpharetta</u> State: <u>GA</u> Zip: <u>30004</u> <input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input checked="" type="checkbox"/> Corporation-State <u>Delaware</u> <input type="checkbox"/> Other _____ <small>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</small>		
3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input checked="" type="checkbox"/> Other <u>Security Agreement (Trademarks)</u> Execution Date: <u>1/25/02</u>			4. Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) <u>2257101; 2309957; 2511964</u> Additional number(s) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Gerald T. Woods</u> Internal Address: <u>King & Spalding</u> Street Address: <u>191 Peachtree St.</u> City: <u>Atlanta</u> State: <u>GA</u> Zip: <u>30303</u>			6. Total number of applications and registrations involved: 3 7. Total fee (37 CFR 3.41).....\$ <u>210.00</u> E <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account 8. Deposit account number: (Attach duplicate copy of this page if paying by deposit account)		
DO NOT USE THIS SPACE					
9. Statement and signature. <i>To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.</i> <div style="display: flex; justify-content: space-between;"> <div style="width: 40%;"> <u>Gerald T. Woods</u> Name of Person Signing </div> <div style="width: 30%; text-align: center;"> Signature </div> <div style="width: 20%; text-align: right;"> <u>1/29/02</u> Date </div> </div> <div style="text-align: right; margin-top: 5px;"> 7 </div>					

02/01/2002 DBTRNE 00000134 2257101

Mall documents to be recorded with required cover sheet information to:
 Commissioner of Patent & Trademarks, Box Assignments
 Washington, D.C. 20231

01 FC:481 40.00 OP
 02 FC:482 50.00 OP
 03 FC:484 120.00 OP

TRADEMARK
 REEL: 002407 FRAME: 0976

SECURITY AGREEMENT (TRADEMARKS)

THIS SECURITY AGREEMENT (TRADEMARKS) (the "Agreement"), dated as of January 25, 2002, by the undersigned (the "Company"), to and in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation ("Lender") pursuant to that certain Loan and Security Agreement, dated as of January 25, 2002, between the Company, as "Borrower" thereunder, and the Lender, among others (as amended, restated, supplemented or otherwise modified from time to time, the "Loan and Security Agreement"; capitalized terms used herein and not defined shall have the meanings ascribed to them in the Loan and Security Agreement).

W I T N E S S E T H:

RECITALS.

A. The Company owns certain trademarks which are registered in, or applications for registration which have been filed in, the United States Patent and Trademark Office, all as more fully described on Schedule I attached hereto and by reference made part hereof; and

B. Pursuant to the Loan and Security Agreement, the Company has granted to the Lender a security interest in (a) all of the Company's Trademarks (as herein defined), whether presently existing or hereafter acquired or arising, or in which the Company now has or hereafter acquires rights and wherever located; and (b) all products and proceeds of any of the foregoing, as security for all of the Obligations; and

C. For purposes of perfecting the security interests granted therein, the Lender has required that the Company grant to the Lender, for its benefit and the ratable benefit of Lender, a security interest in the Property (as herein defined);

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. For purposes of this Agreement and in addition to terms defined elsewhere in this Agreement, the following terms shall have the meanings herein specified (such meaning to be equally applicable to both the singular and plural forms of the terms defined):

"Trademarks" means all of the following: (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any

other country or any political subdivision thereof, including, without limitation, those listed on Schedule I attached hereto together with all the rights, benefits and privileges derived therefrom and the goodwill of the business symbolized thereby, (ii) all renewals thereof and (iii) all proceeds of the foregoing.

2. As security for all of the Obligations, the Company hereby grants a security interest to the Lender in all of its right, title and interest in, to and under the following (collectively, the "Property");

(a) each Trademark now or hereafter owned by the Company or in which the Company now has or hereafter acquires rights and wherever located and the goodwill of the business of the Company relating thereto or represented thereby, including, without limitation, each Trademark referred to in Schedule I hereto; and

(b) all products and proceeds of the foregoing, including, without limitation, any claim by the Company against third parties for past, present or future infringement of any Trademark including, without limitation, any Trademark referred to in Schedule I hereto.

3. The Company does hereby further acknowledge and affirm that the representations, warranties and covenants of the Company with respect to the Property and the rights and remedies of the Lender with respect to the security interest in the Property made and granted hereby are more fully set forth in the Loan and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. This Agreement shall terminate upon termination of the Loan and Security Agreement. Upon termination of this Agreement and following a request from the Company, the Lender shall, at the expense of the Company, execute and deliver to the Company all deeds, assignments and other instruments as may be necessary or proper in the reasonable judgment of the Company in order to evidence such termination, subject to any disposition of the Property which may have been made by the Lender pursuant hereto or pursuant to the Loan and Security Agreement.

5. If at any time before the termination of this Agreement, the Company shall obtain or acquire rights to any new Trademark, the provisions of Section 2 shall automatically apply thereto and the Company shall comply with the terms of the Loan and Security Agreement with respect to such new Trademark. The Company authorizes the Lender to modify this Agreement by amending Schedule 1 to include any future Trademarks covered by Section 2 or by this Section 5.

6. The Company further agrees that (a) the Lender shall not have any obligation or responsibility to protect or defend the Property and the Company shall at its own expense protect, defend and maintain the same in accordance with the terms and conditions set forth in the Loan and Security Agreement, (b) the Company shall forthwith advise the Lender promptly in writing upon detection of material infringements of any of the Property being used in the

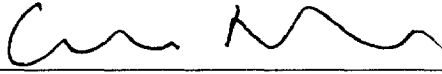
Company's business and (c) if the Company fails to comply with the requirements of the preceding clause (a), the Lender may do so in the Company's name or in its own name, but in any case at the Company's expense, and the Company hereby agrees to reimburse the Lender for all expenses, including reasonable attorneys' fees, incurred by the Lender in protecting, defending and maintaining the Property.

7. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, EXCEPT TO THE EXTENT THAT PERFECTION (AND THE EFFECT OF PERFECTION AND NONPERFECTION) AND CERTAIN REMEDIES MAY BE GOVERNED BY THE LAWS OF ANY JURISDICTION OTHER THAN THE STATE OF NEW YORK.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed under seal by its duly authorized officers as of the date first above written.

"COMPANY"

SPOTFIRE, INC.

By: 
Name: Christopher Ahlberg
Title: Chief Executive Officer

STATE OF Massachusetts)
) ss.:
COUNTY OF Middlesex)

On January 24, 2002, before me personally came Christopher Ahlberg, to me personally known and known to me to be the person described in and who executed the foregoing instrument as the Chief Executive Officer of Spotfire, Inc., who being by me duly sworn, did depose and say that he is the Chief Executive Officer of said company and which executed the foregoing instrument; that the said instrument was signed on behalf of said company by order of its Board of Directors; that he signed his name thereto by like order; and that he acknowledged said instrument to be the free act and deed of said company.

Notary Public

My Commission Expires: 10/27/06

William F. H. Laughlin RN

[NOTARIAL SEAL]

SCHEDULE I

REGISTERED U.S. TRADEMARKS

<u>DESCRIPTION</u>	<u>REGISTRATION NO.</u>	<u>REGISTRATION DATE</u>
SPOTFIRE	2257101	June 29, 1999
SPOTFIRE DISCOVERY SERVE	2309957	January 18, 2000
SPOTFIRE, NET	2511964	November 27, 2001